to state his objection before the commissioners, who return the commission with what is called the witness' demurrer, and the question is then set down for argument.

A testator bequeathed to his wife $500, annually, whilst she remained his widow, "to be paid to her by his two sons, E. and F., by them and their heirs jointly, $250 by each; but, in case his widow should marry, they were to pay her only one-half of that sum equally between them;" and declared the said bequest to be in lieu of, and in full satisfaction for, his wife's dower in his real and her thirds of his personal estate. To his said sons, E. and F., he devised large portions of his real property. The widow elected to abide by the provisions of the will. HELD—

That, since the case of *Crawford* vs. *Severson*, 5 *Gill*, 443, it would be difficult to maintain, that this bequest was not a charge upon the lands devised to E. and F., the parties by whom it was to be paid: yet, this being an annuity of uncertain duration, there may be reasons which would influence the court not to treat it as a charge, which would not apply to a legacy or other claim which could be at once paid off.

There can be no doubt, that though the lands may be charged with this annuity, the devisees, E. and F., are also personally responsible for its payment.

The position that this annuity, being in lieu of dower, is, like the claim for dower, exempt from the statute of limitations, may be sound, though the consequences might be oppressive, so far as the defendants are concerned, who would have to bear the whole weight of the accumulated claim; whereas, if the claim for dower were asserted, all the devisees of the testator would have to contribute in proportion to their several devises.

The right of the widow to this annuity commenced in 1818, and some of the lands supposed to be charged with its payment were purchased by the defendants in 1821; yet, the claim is not asserted until the year 1846, twenty-eight years after the accrual of her title, and twenty-five years from the accrual of the adverse title of the defendants. In the meantime, various transfers of this property had been made, and innocent parties had purchased in ignorance of the claim now set up, and with the full knowledge of the complainant, who, for all this time, neglected to assert her claim, and E. and F., the devisees of the land, who had sold it, with covenants to convey unincumbered titles, had died insolvent: it was HELD—

That these circumstances were sufficient to outweigh the equity of the complainant's claim, strong as that equity would be, under other circumstances, to the favorable consideration of the court: and that she had neglected, for an unreasonable length of time, to assert her claim, and, therefore had no title to call for the active interposition of a court of equity in her favor.

A court of equity, which is never active in granting relief against conscience or public convenience, has always refused its aid to stale demands, where the party has slept upon his rights for a great length of time; nothing can call forth this court into activity but conscience, good faith and reasonable diligence.

From the earliest ages, courts of equity have refused their aid to those who have neglected, for an unreasonable length of time, to assert their claims, especially where the legal estate has been transferred to purchasers without notice.